

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689086

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fédération des caisses Desjardins du Québec		10/31/2021	Credit Union: QUEBEC

RECEIVING PARTY DATA

Name:	Aliments Fontaine Santé Inc.
Street Address:	450 Rue Deslauriers
City:	Saint-Laurent, Québec
State/Country:	CANADA
Postal Code:	H4H 1V8
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3953687	FOUNTAIN OF HEALTH
Registration Number:	4917981	FONTAINE SANTÉ
Registration Number:	4888419	FONTAINE SANTÉ
Registration Number:	4870338	HUMM!
Registration Number:	5010743	FOUNTAIN OF HEALTH
Serial Number:	90663547	FONTAINE SANTÉ
Serial Number:	90663575	FONTAINE SANTÉ
Serial Number:	90663591	FOUNTAIN OF HEALTH
Serial Number:	90663610	FOUNTAIN OF HEALTH
Serial Number:	90663624	HUMM GO!
Serial Number:	90663639	MINI HUMM GO!
Serial Number:	90663705	VEG GO!

CORRESPONDENCE DATA

Fax Number: 6124927077

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6124927000

Email: plarson@fredlaw.com

Correspondent Name: Patricia Larson, Sr. Trademark Paralegal

TRADEMARK

Address Line 1: Fredrikson & Byron, P.A.
Address Line 2: 200 S. Sixth Street, Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Patricia A. Larson

SIGNATURE: /Patricia A. Larson/

DATE SIGNED: 11/18/2021

Total Attachments: 11

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**NOTICE OF RELEASE, RELINQUISHMENT & DISCHARGE
OF SECURITY INTEREST**

WHEREAS, Aliments Fontaine Santé Inc., having its principal place of business located at 450 Rue Deslauriers, Saint-Laurent, Québec, Canada H4H 1V8 and Garden Fresh Gourmet, LLC, having its principal place of business located at 450 Rue Deslauriers, Saint-Laurent, Québec, Canada H4H 1V8 (the "**Grantors**") are the owners of the Canadian trademarks listed in Schedule "A" hereto (collectively, the "**Canadian Trademarks**") and the US trademarks listed in Schedule "B" hereto (the "**US Trademarks**") (collectively, the US Trademarks and Canadian Trademarks are referred to as the "**Trademarks**");

WHEREAS, Fédération des caisses Desjardins du Québec, having an office located at 1 Complexe Desjardins, 15th Floor – South Tower, Montréal, Québec, Canada H5B 1B3, as administrative agent and collateral agent for certain lenders ("**Agent**"), entered into a Deed of Hypothec dated as of April 16, 2019, the third amended and restated credit agreement dated as of April 24, 2019, a Pledge and Security Agreement dated as of April 24, 2019, a supplement to the Pledge and Security Agreement dated as of April 26, 2019 (collectively, the "**Security Agreements**"), whereby the Grantors granted to Agent a secured interest in certain property, including the Trademarks, all in consideration of the provision of certain credit facilities to Grantor;

WHEREAS, the Grantors entered into Confirmatory Trademark Security Agreements on April 24 and 26, 2019 (the "**Trademark Security Agreements**") by which each Grantor confirmed that it granted to the Agent a security interest in and to the Trademarks;

WHEREAS, the Trademark Security Agreements were recorded with the Canadian Intellectual Property Office ("**CIPO**") and the U.S. Patent and Trademark Office ("**USPTO**");

WHEREAS, Agent has agreed to release Grantors from the Security Agreements and Trademarks Security Agreements and all underlying and related security interest obligations and to discharge the Security Agreements and Trademark Security Agreements granted by Grantors for such obligations including with respect to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Agent, Agent agrees as follows:

1. Agent, on behalf of itself and the lenders, hereby unconditionally and expressly releases, terminates and discharges all right, title and interest in and to the Trademarks, including all security interest, lien and other encumbrance granted to it in the Trademarks including, without imitation, under the Security Agreements and the Trademark Security Agreements and hereby transfers and assigns to the applicable Grantor any right, title or interest of any kind or nature it may have in, to or under the Trademarks, without representation or warranty;
2. Agent hereby directs the CIPO, the USPTO and any other applicable intellectual property to record the present Notice of Release, Relinquishment & Discharge of Security Interest (the "**Release**") against the Trademarks and in such places as it deems necessary or advisable to give effect hereto.


3. The Agent shall, at the reasonable request and cost of the Grantors, take all further actions, and provide to the Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively release, terminate, discharge and extinguish any such liens and security interests upon such Trademarks;
4. This Release shall be binding upon the Agent's legal representatives, assigns and successors;

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF RELEASE, RELINQUISHMENT & DISCHARGE OF SECURITY INTEREST to be duly executed and delivered as of the date written below.

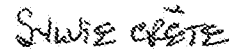
FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

Dated : _____, 2021

By: 
Name: Stéphane Lacasse
Title: Senior Manager

By: _____
Name:
Title:


Witness Signature


Witness Name

ALIMENTS FONTAINE SANTÉ INC.

Dated : _____, 2021

By: _____
Name:
Title:

GARDEN FRESH GOURMET, LLC

By: _____
Name:
Title:

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FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

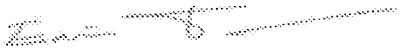
Dated : October 31, 2021

By:

Name:

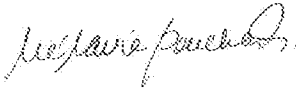
Title:

By:



Name: Eric Tessier

Title: Vice-President Corporate Financing
Western Quebec and Ontario



Witness Signature

Melanie Bouchard

Witness Name

ALIMENTS FONTAINE SANTÉ INC.

Dated : _____, 2021

By:

Name:

Title:

GARDEN FRESH GOURMET, LLC

By:

Name:

Title:

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FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

Dated : _____, 2021

By:

Name:

Title:

By:

Name:

Title:


Witness Signature

Witness Name

ALIMENTS FONTAINE SANTÉ INC.

Dated : _____, 2021

By:


Name:

Title:

GARDEN FRESH GOURMET, LLC

By:

Name:

Title:

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FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

Dated : _____, 2021

By:

Name:

Title:

By:

Name:

Title:

Witness Signature

Witness Name

ALIMENTS FONTAINE SANTÉ INC.

Dated : _____, 2021

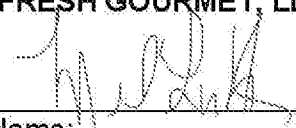
By:

Name:

Title:

GARDEN FRESH GOURMET, LLC

By:



Name:

Title:

**SCHEDULE A
CANADIAN TRADEMARKS**

Trade-Mark	Registration/Filing No.
HUMM!	TMA852153
FONTAINE SANTE (& DESIGN)	TMA772538
VOUS MERITEZ CE QU'IL Y A DE MIEUX	TMA771632
Everyone deserves quality food	TMA772427
Se simplifier la vie n'aura jamais eu si bon gout.	TMA658469
BIEN MANGER EST SI NATUREL	TMA639699
EATING WELL IS SO NATURAL	TMA642389
FONTAINE SANTE	TMA497377
MEDITERRANEAN CLASSICS	TMA470481
VEGETARIAN CLASSICS	TMA463765
FOUNTAIN OF HEALTH (& DESIGN)	TMA924525
FOUNTAIN OF HEALTH	TMA924542
HUMM!	1452105-1
FONTAINE SANTÉ (& DESIGN)	1438699-1
FONTAINE SANTÉ	822815-1
FOUNTAIN OF HEALTH (& DESIGN)	1723876-1
FOUNTAIN OF HEALTH	1723877-1
HUMM!	1452105-2
VÉGÉ-SANTÉ	1943042
FONTAINE SANTÉ	822815-2
FONTAINE SANTÉ (& DESIGN)	1438699-2
FOUNTAIN OF HEALTH	1723877-2

FONTAINE SANTÉ	822815-3
FONTAINE SANTÉ (& DESIGN)	1438699-3
FOUNTAIN OF HEALTH	1723877-3
FOUNTAIN OF HEALTH (& DESIGN)	1723876-3
HUMM GO!	2067696
MINI HUMM GO!	2067694
VEG GO!	2067695
GARDEN FRESH GOURMET	1954360
EL MATADOR	1954361
WILD MILD	TMA804809
GARDEN FRESH GOURMET	TMA691299
JACK'S SPECIAL	TMA854290
GARDEN FRESH NATURALS	TMA850836
HUMMUS TOPPERS	TMA736032
DARK GREEN COVER (DESIGN)	1983084
BLUE COVER (DESIGN)	1983085
BLACK AND WHITE COVER (DESIGN)	1983079
PURPLE COVER (DESIGN)	1983087
ORANGE COVER (DESIGN)	1983078
GREEN COVER (DESIGN)	1983077
YELLOW COVER (DESIGN)	1983090
FUCHSIA COVER (DESIGN)	1983083
BEIGE COVER (DESIGN)	1983086
RED COVER (DESIGN)	1983082
PINK COVER (DESIGN)	1983089
LIGHT GREEN COVER (DESIGN)	1983081

RED AND ORANGE COVER (DESIGN)	1983088
WHITE AND BEIGE COVER (DESIGN)	1983080
BEIGE COVER (DESIGN)	2067729
BLACK AND WHITE COVER (DESIGN)	2067717
BLUE COVER (DESIGN)	2067716
DARK GREEN COVER (DESIGN)	2067726
FUCHSIA COVER (DESIGN)	2067718
GREEN COVER (DESIGN)	2067728
LIGHT GREEN COVER (DESIGN)	2067719
ORANGE COVER (DESIGN)	2067727
PINK COVER (DESIGN)	2067723
PURPLE COVER (DESIGN)	2067720
RED AND ORANGE COVER (DESIGN)	2067724
RED COVER (DESIGN)	2067722
WHITE AND BEIGE COVER (DESIGN)	2067725
YELLOW COVER (DESIGN)	2067721

**SCHEDULE B
US TRADEMARKS**

Trade-Mark	Registration/Filing No.
FOUNTAIN OF HEALTH (& DESIGN)	3,953,687
FONTAINE SANTE (& DESIGN)	4,917,981
FONTAINE SANTE	4,888,419
HUMM!	4,870,338
FOUNTAIN OF HEALTH	5,010,743
FONTAINE SANTÉ	90-663,547
FONTAINE SANTÉ (& DESIGN)	90-663,575
FOUNTAIN OF HEALTH	90-663,591
FOUNTAIN OF HEALTH (& DESIGN)	90-663,610
HUMM GO!	90-663,624
MINI HUMM GO!	90-663,639
VEG GO!	90-663,705
HUMMUS TOPPERS	3,554,816
GARDEN FRESH GOURMET	2,916,050
GARDEN FRESH GOURMET	2,692,792
JACK'S SPECIAL	3,155,985
WILD MILD	3,820,914
SIMPLE EARTH	5,055,864
GARDEN FRESH GOURMET	5,083,214
GARDEN FRESH GOURMET	5,347,365
MOE & JOE'S	4,196,041
EL MATADOR	3,685,752
BASHA	3,724,820

GET OFF THE BOTTLE ... TRY IT FRESH!	1,973,969
COUVERCLE VERT (DESSIN)	4,631,802
COUVERCLE BLEU (DESSIN)	4,631,801
COUVERCLE NOIR (DESSIN)	4,194,809
PURPLE COVER (DESIGN)	6471951
ORANGE COVER (DESIGN)	6471953
GREEN COVER (DESIGN)	88-802,009
YELLOW COVER (DESIGN)	6471954
FUCHSIA COVER (DESIGN)	6471955
BEIGE COVER (DESIGN)	6471956
RED COVER (DESIGN)	88-802,054
PINK COVER (DESIGN)	6471957
RED AND ORANGE COVER (DESIGN)	6471958
WHITE AND BEIGE COVER (DESIGN)	88-802,081
LIGHT GREEN COVER (DESIGN)	88-802,087